



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**75707**  
**Amendment 1**

January 30, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4A**  
**SUPERVISORIAL DISTRICT 4**  
**3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that these services continue to be capable of being more economically performed by an independent contractor than by County employees.
3. Approve the enclosed amendment to Contract No. 75707 for Zero-Tolerance Graffiti Abatement Services – Zone 4A within Supervisorial District 4 with Urban Graffiti Enterprises, Inc., to expand additional days of service, effective February 1, 2007, or upon Board approval, whichever occurs last, and authorize the Director of Public Works to execute the amendment.
4. Authorize Public Works to encumber an additional amount of \$20,000 for the current contract term, which expires June 30, 2007, to increase the annual not-to-exceed amount from \$84,000 to \$104,000, and to encumber an additional annual amount of \$48,000 for each of the four remaining optional renewal years to increase the annual not-to-exceed amount from \$84,000 to \$132,000. Funds are available in Public Works' 2006-07 Special Road District 4 and Public Ways/Public Facilities Fund budgets.

5. Delegate authority to the Director or his designee to annually expend up to 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and to approve contractor's entity change and to approve amendment, including necessary changes to the scope of work.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 6, 2006, Item 38, your Board approved Public Works to enter into Contract No. 75707 with Urban Graffiti Enterprises, Inc., for Zero-Tolerance Graffiti Abatement Services. This contract was for an initial one-year period with four 1-year renewal options beginning July 1, 2006. This contract is for graffiti abatement services from various surfaces on private, residential, commercial, and industrial structures within the specified areas of the County. The purpose of this action is to expand the days of service to include Saturday and Sunday.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility as the contractor's expertise allows for effectively providing services in a timely, effective, responsive, and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact on net County cost. The total cost of this additional service will increase the contract's annual maximum sum to \$104,000 for the current contract year and \$132,000 for each of the four remaining option years. In addition, the Director may increase the annual contract amount by up to 25 percent for unforeseen, additional work of the contract. Funds are available in Public Works' 2006-07 Special Road District 4 and Public Ways/Public Facilities Fund budgets.

Utilizing a methodology approved by the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that the additional services in the specified zone can be more economically performed by independent contractors than by County employees. Our policy requires our employees to work in teams of two when performing graffiti abatement work as the work may be viewed as hostile activity and our employees may be viewed as intruders. Therefore, the projected savings is primarily created by our requirement for a staffing level based on our

concerns for the safety of our employees. This Proposition A contract does not allow for a cost-of-living adjustment.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

This contract will be amended to comply with the increased living wage rates once the proposed Living Wage Ordinance (Los Angeles County Code Chapter 2.201) is adopted by the Board/County before the next contract renewal period.

### **ENVIRONMENTAL DOCUMENTATION**

These services continue to be categorically exempt from CEQA as set forth in Section(s) 15301 of the State CEQA guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this amendment will continue the current contract services.

The Honorable Board of Supervisors  
January 30, 2007  
Page 4

**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

LS

P:\aspub\CONTRACT\LESLIE\GRAFFITI-ZONES\GRAFFITI 2006\BD LTR- AMMEND 1- ZONE 4A.doc

Enc.

cc: Office of Affirmative Action Compliance  
Chief Administrative Office  
County Counsel

AMENDMENT 1 TO CONTRACT NO. 75707

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 4A

THIS AMENDMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and URBAN GRAFFITI ENTERPRISES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75707 was entered into between the COUNTY and the CONTRACTOR on June 6, 2006, for Zero-Tolerance Graffiti Abatement services in Zone 4A; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to add graffiti removal services on Saturday and Sunday; and

WHEREAS, the CONTRACTOR desires to increase the days of service; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75707 between them shall be amended as follows:

FIRST: This Contract is hereby amended and modified to include graffiti removal services on Saturday and Sunday, effective February 1, 2007, or upon Board approval, whichever occurs last.

SECOND: The cost for these additional services will be \$4,000 per month, increasing this Contract's not-to-exceed amount to \$132,000 (an increase of \$48,000) for each remaining option year, or such greater sums that the Board approves.

THIRD: Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 6 is changed to read: "Maintain a zero-tolerance in the area shown in Exhibit E, Zero-Tolerance Graffiti Zone Map by removing all graffiti within 48 hours, Monday through Sunday." Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 7 is changed to read: "Maintain a zero-tolerance in the area shown in Exhibit F by removing all graffiti within 24 hours, Monday through Sunday." Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 9 is changed to read: "Remove graffiti within 24 hours from County property rights of way, Monday through Sunday." Exhibit A, Scope of Work, Section H, Graffiti Removal Services – General, Item No. 10 is changed to read: "Remove graffiti from private property within 48 hours when requested through Public Works Hotline Operator, Supervisorial District staff, or other sources, Monday through Sunday."

FOURTH: All other terms, requirements, specifications, conditions, and prices of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

URBAN GRAFFITI ENTERPRISES, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name